

1 COLIN P. CALVERT (SBN 275195)
2 ccalvert@fisherphillips.com
3 LISA CHINAI (SBN 298017)
4 lchinai@fisherphillips.com
5 FISHER & PHILLIPS LLP
6 2050 Main Street, Suite 1000
7 Irvine, California 92614
8 Telephone: (949) 851-2424
9 Facsimile: (949) 851-0152

10
11 Attorneys for Defendants
12 SIERRA DEVELOPMENT LLC
13 and THE RIVERSIDE COMPANY

14
15 UNITED STATES DISTRICT COURT
16 CENTRAL DISTRICT OF CALIFORNIA

17
18 MELISSA GAIL SEWELL, an
19 individual,

20 Plaintiff,

21 v.

22 SIERRA DEVELOPMENT LLC;
23 THE RIVERSIDE COMPANY and
24 DOES 1 through 10, inclusive,

25 Defendants.

26 Case No: 2:25-cv-01940 MAA

27
28 **MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
DEFENDANT SIERRA
DEVELOPMENT LLC'S MOTION
TO COMPEL ARBITRATION AND
STAY OR DISMISS THE
PROCEEDINGS**

[Concurrently filed with Notice of Motion; Declarations of Lisa Chinai, Chad Thompson, and Udo Waibel; and Proposed Order]

29
30 DATE: June 4, 2025
31 TIME: 10:00 a.m.
32 COURTROOM: 880, 8th Floor

33
34 Complaint Filed: March 5, 2025
35 Trial Date: None set

36

37

38

39

40

41

42

43

44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
7010
7011
7012
7013
7014
7015
7016
7017
7018
7019
7020
7021
7022
7023
7024
7025
7026
7027
7028
7029
7030
7031
7032
7033
7034
7035
7036
7037
7038
7039
7040
7041
7042
7043
7044
7045
7046
7047
7048
7049
7050
7051
7052
7053
7054
7055
7056
7057
7058
7059
7060
7061
7062
7063
7064
7065
7066
7067
7068
7069
7070
7071
7072
7073
7074
7075
7076
7077
7078
7079
7080
7081
7082
7083
7084
7085
7086
7087
7088
7089
7090
7091
7092
7093
7094
7095
7096
7097
7098
7099
70100
70101
70102
70103
70104
70105
70106
70107
70108
70109
70110
70111
70112
70113
70114
70115
70116
70117
70118
70119
70120
70121
70122
70123
70124
70125
70126
70127
70128
70129
70130
70131
70132
70133
70134
70135
70136
70137
70138
70139
70140
70141
70142
70143
70144
70145
70146
70147
70148
70149
70150
70151
70152
70153
70154
70155
70156
70157
70158
70159
70160
70161
70162
70163
70164
70165
70166
70167
70168
70169
70170
70171
70172
70173
70174
70175
70176
70177
70178
70179
70180
70181
70182
70183
70184
70185
70186
70187
70188
70189
70190
70191
70192
70193
70194
70195
70196
70197
70198
70199
70200
70201
70202
70203
70204
70205
70206
70207
70208
70209
70210
70211
70212
70213
70214
70215
70216
70217
70218
70219
70220
70221
70222
70223
70224
70225
70226
70227
70228
70229
70230
70231
70232
70233
70234
70235
70236
70237
70238
70239
70240
70241
70242
70243
70244
70245
70246
70247
70248
70249
70250
70251
70252
70253
70254
70255
70256
70257
70258
70259
70260
70261
70262
70263
70264
70265
70266
70267
70268
70269
70270
70271
70272
70273
70274
70275
70276
70277
70278
70279
70280
70281
70282
70283
70284
70285
70286
70287
70288
70289
70290
70291
70292
70293
70294
70295
70296
70297
70298
70299
702100
702101
702102
702103
702104
702105
702106
702107
702108
702109
702110
702111
702112
702113
702114
702115
702116
702117
702118
702119
702120
702121
702122
702123
702124
702125
702126
702127
702128
702129
702130
702131
702132
702133
702134
702135
702136
702137
702138
702139
702140
702141
702142
702143
702144
702145
702146
702147
702148
702149
702150
702151
702152
702153
702154
702155
702156
702157
702158
702159
702160
702161
702162
702163
702164
702165
702166
702167
702168
702169
702170
702171
702172
702173
702174
702175
702176
702177
702178
702179
702180
702181
702182
702183
702184
702185
702186
702187
702188
702189
702190
702191
702192
702193
702194
702195
702196
702197
702198
702199
702200
702201
702202
702203
702204
702205
702206
702207
702208
702209
702210
702211
702212
702213
702214
702215
702216
702217
702218
702219
702220
702221
702222
702223
702224
702225
702226
702227
702228
702229
702230
702231
702232
702233
702234
702235
702236
702237
702238
702239
702240
702241
702242
702243
702244
702245
702246
702247
702248
702249
702250
702251
702252
702253
702254
702255
702256
702257
702258
702259
702260
702261
702262
702263
702264
702265
702266
702267
702268
702269
702270
702271
702272
702273
702274
702275
702276
702277
702278
702279
702280
702281
702282
702283
702284
702285
702286
702287
702288
702289
702290
702291
702292
702293
702294
702295
702296
702297
702298
702299
702300
702301
702302
702303
702304
702305
702306
702307
702308
702309
702310
702311
702312
702313
702314
702315
702316
702317
702318
702319
702320
702321
702322
702323
702324
702325
702326
702327
702328
702329
702330
702331
702332
702333
702334
702335
702336
702337
702338
702339
702340
702341
702342
702343
702344
702345
702346
702347
702348
702349
702350
702351
702352
702353
702354
702355
702356
702357
702358
702359
702360
702361
702362
702363
702364
702365
702366
702367
702368
702369
702370
702371
702372
702373
702374
702375
702376
702377
702378
702379
702380
702381
702382
702383
702384
702385
702386
702387
702388
702389
702390
702391
702392
702393
702394
702395
702396
702397
702398
702399
702400
702401
702402
702403
702404
702405
702406
702407
702408
702409
702410
702411
702412
702413
702414
702415
702416
702417
702418
702419
702420
702421
702422
702423
702424
702425
702426
702427
702428
702429
702430
702431
702432
702433
702434
702435
702436
702437
702438
702439
702440
702441
702442
702443
702444
702445
702446
702447
702448
702449
702450
702451
702452
702453
702454
702455
702456
702457
702458
702459
702460
702461
702462
702463
702464
702465
702466
702467
702468
702469
702470
702471
702472
702473
702474
702475
702476
702477
702478
702479
702480
702481
702482
702483
702484
702485
702486
702487
702488
702489
702490
702491
702492
702493
702494
702495
702496
702497
702498
702499
702500
702501
702502
702503
702504
702505
702506
702507
702508
702509
702510
702511
702512
702513
702514
702515
702516
702517
702518
702519
702520
702521
702522
702523
702524
702525
702526
702527
702528
702529
702530
702531
702532
702533
702534
702535
702536
702537
702538
702539
702540
702541
702542
702543
702544
702545
702546
702547
702548
702549
702550
702551
702552
702553
702554
702555
702556
702557
702558
702559
702560
702561
702562
702563
702564
702565
702566
702567
702568
702569
702570
702571
702572
702573
702574
702575
702576
702577
702578
702579
702580
702581
702582
702583
702584
702585
702586
702587
702588
702589
702590
702591
702592
702593
702594
702595
702596
702597
702598
702599
702600
702601
702602
702603
702604
702605
702606
702607
702608
702609
702610
702611
702612
702613
702614
702615
702616
702617
702618
702619
702620
702621
702622
702623
702624
702625
702626
702627
702628
702629
702630
702631
702632
702633
702634
702635
702636
702637
702638
702639
702640
702641
702642
702643
702644
702645
702646
702647
702648
702649
702650
702651
702652
702653
702654
702655
702656
702657
702658
702659
702660
702661
702662
702663
702664
702665
702666
702667
702668
702669
702670
702671
702672
702673
702674
702675
702676
702677
702678
702679
702680
702681
702682
702683
702684
702685
702686
702687
702688
702689
702690
702691
702692
702693
702694
702695
702696
702697
702698
702699
702700
702701
702702
702703
702704
702705
702706
702707
702708
702709
702710
702711
70

TABLE OF CONTENTS

I.	INTRODUCTION AND SUMMARY OF THE ARGUMENT	5
II.	STATEMENT OF RELEVANT FACTS.....	6
	A. Sierra Utilized TriNet as a PEO, In Part, to Process Payroll and Administer Certain Personnel Documents, Including But Not Limited to its Binding Arbitration Agreement, the DRP.....	6
	B. Plaintiff Accepted TriNet's DRP and Agreed to Arbitrate Any and All Claims Stemming from Her Employment	7
	C. Defendant Sierra Requested that Plaintiff Stipulate to Arbitration Pursuant to the DRP, but Plaintiff Has Refused	8
III.	THE FEDERAL ARBITRATION ACT REQUIRES ARBITRATION OF PLAINTIFF'S CLAIMS	9
	A. The FAA Governs the DRP.....	10
	B. The Parties Are Clearly Bound by the DRP	10
	C. The DRP Applies to All of Plaintiff's Causes of Action	11
IV.	THE CALIFORNIA ARBITRATION ACT REQUIRES ARBITRATION OF PLAINTIFF'S CLAIMS	12
	A. California Public Policy Supports Enforcement of the DRP.....	12
	B. The DRP Exceeds the Minimum Armendariz Requirements	13
	1. The DRP Provides for a Neutral Arbitrator.....	14
	2. The DRP Provides for More Than Minimal Discovery	14
	3. The DRP Requires the Arbitrator to Issue A Written Reasoned Opinion.....	15
	4. The DRP Does Not Limit Plaintiff's Available Remedies.....	15
	5. The DRP Does Not Require Plaintiff to Pay Any Costs	15
	C. Plaintiff's Electronic Signature of the DRP Is Not an Impediment to Its Enforcement.....	16
V.	ANY PROVISION DEEMED UNCONSCIONABLE SHOULD BE SEVERED, AND THE REMAINDER OF THE AGREEMENT ENFORCED	17
VI.	THIS ENTIRE ACTION SHOULD BE DISMISSED OR, IN THE ALTERNATIVE STAYED PENDING COMPLETION OF BINDING ARBITRATION.....	18
VII.	CONCLUSION.....	19

TABLE OF AUTHORITIES

		Page(s)
2		
3	Cases	
4		
5	<i>Armendariz v. Foundation Health Psychcare Servs., Inc.</i> (2000) 24 Cal.4th 83.....	<i>passim</i>
6		
7	<i>AT&T Mobility LLC v. Concepcion et ux.</i> (2011) 131 S.Ct. 1740	9
8		
9	<i>AT&T Tech., Inc. v. Communication Workers of Am.</i> (1986) 475 U.S. 643	9
10		
11	<i>Bayscene Resident Negotiators v. Bayscene Mobilehome Park</i> (1993) 15 Cal.App.4th 119.....	13
12		
13	<i>Circuit City Store, Inc. v. Adams</i> (2001) 532 U.S. 105	9, 10
14		
15	<i>Coast Plaza Doctors Hospital v. Blue Cross of California</i> (2000) 83 Cal.App.4th 677.....	13
16		
17	<i>Condee v. Longwood Mgmt. Corp.</i> (2001) 88 Cal.App.4th 215.....	11
18		
19	<i>EEOC v. Luce, Forward, Hamilton & Scripps</i> (9th Cir. 2003) 345 F.3d 742	9
20		
21	<i>Fittante v. Palm Springs Motors, Inc.</i> (2003) 105 Cal.App.4th 708.....	12
22		
23	<i>Gilmer v. Interstate/Johnson Lane Corp.</i> (1991) 500 U.S. 20	9
24		
25	<i>Green Tree Fin. Corp. v. Randolph</i> (2000) 531 U.S. 79	9
26		
27	<i>Howsam v. Dean Witter Reynolds, Inc.</i> (2002) 537 U.S. 79	6, 10
28		
29	<i>Johnmohammadi v. Bloomingdale's, Inc.,</i> 755 F.3d 1072 (9th Cir. 2014).....	19

1	<i>Lifescan, Inc. v. Premier Diabetic Servs., Inc.</i> , 363 F.3d 1010 (9th Cir. 2004).....	18
3	<i>Little v. Auto Stiegler, Inc.</i> (2003) 29 Cal.4th 1064 – 1076.....	17, 18
5	<i>McManus v. CIBC World Markets, Corp.</i> (2003) 109 Cal.App.4th 76.....	12, 17, 18
7	<i>Moncharsh v. Heily & Blase</i> (1992) 3 Cal.4th 1 (California has a “strong public policy in favor of arbitration”).....	12
9	<i>Moses H. Cone Mem. Hosp. v. Mercury Constr. Corp.</i> (1983) 460 U.S. 1	10
11	<i>Oakland-Alameda County Coliseum Authority v. CC Partners</i> (2002) 101 Cal.App.4th 635 (overruled on other grounds)	13
13	<i>Rickards v. United Parcel Service, Inc.</i> (2012) 206 Cal.App.4th 1523.....	16
15	<i>SI V, LLC v. FMC Corp.</i> (N.D. Cal 2002) 223 F. Supp. 2d 1059	17
17	<i>Southland Corp. v. Keating</i> (1984) 465 U.S. 1	9
18	<i>United Transp. v. Southern Cal. Rapid Transit Dist.</i> (1992) 7 Cal.App.4th 804.....	13
20	Statutes	
21	9 U.S.C. § 2.....	9, 10
22	9 U.S.C. § 3.....	12, 18, 19
23	9 U.S.C. §§ 3-4	6
25	Cal. Civil Code § 1670.5	17
26	Cal. Code of Civ. Proc. §§ 1281.2, 1281.4.....	6
27		
28		

1	California <i>Code of Civil Procedure</i> section 1281	8
2	California Code of Civil Procedure § 1281.2.....	12
3	California Government Code §12945.7	5
4	California Labor Code §96, and (4).....	5
5	<i>Civil Code</i> § 1633.7, subd. (c)	16

7 **Other Authorities**

8	Cal. R. Ct. 371	11
9	Local Rule 7.....	8

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION AND SUMMARY OF THE ARGUMENT

3 Plaintiff Melissa Gail Sewell’s (“Plaintiff”) First Amended Complaint
4 asserts four causes of action against Defendant Sierra Development LLC
5 (“Sierra”). Each of Plaintiff’s four causes of action arise directly out of, and are
6 related to, Plaintiff’s former employment with Sierra. *See* Declaration of Lisa
7 Chinai (“Chinai Dec.”) at ¶2 and Exhibit (“Ex.”) 1. Specifically, Plaintiff’s First
8 Amended Complaint (“FAC”) asserts the following claims against Sierra: (1)
9 Retaliation for taking bereavement leave in violation of California Government
10 Code §12945.7¹, (2) Wrongful termination in violation of public policy, (3)
11 Wrongful termination in violation of California Labor Code §96, and (4)
12 Retaliation in Violation of the Family Medical Leave Act. Ex. 1. The facts that
13 Plaintiff alleges to support her causes of action arise out of her work at Sierra. *See*
14 Chinai Dec. at ¶2 and Ex. 1.

15 Plaintiff's claims cannot proceed in this court. In conjunction with her
16 employment with Sierra, Plaintiff electronically signed and agreed to the terms of
17 a Dispute Resolution Protocol ("DRP") contained within a Terms and Conditions
18 Agreement ("TCA"), which unequivocally requires Plaintiff to submit "any dispute
19 arising out of or relating to [her] . . . employment with [her] company" to binding
20 arbitration. *See* Declaration of Chad Thompson ("Thompson Decl.") at ¶¶ 10, 14
21 and Ex. A, §8. TriNet HR III, Inc., a Professional Employer Organization
22 ("PEO"),² which Sierra utilized throughout Plaintiff's employment, administered

²⁴ Plaintiff erroneously cites “Retaliation for Taking Bereavement Leave” pursuant
²⁵ to California Labor Code §12945.7 (as opposed to California Government Code
§12945.7) in the caption of her FAC.

26 ² As a PEO, TriNet HR III, Inc. is engaged in the business of providing
27 administrative related services for its clients/customers (such as Sierra). *See*
28 Thompson Dec. at ¶ 2, 3 and Ex. A, §1. TriNet HR III, Inc. is a subsidiary of
 TriNet Group, Inc. *Id.* As used herein, the term “TriNet” refers to TriNet HR III,
 Inc., TriNet Group, Inc., and all direct and indirect subsidiaries.

1 the DRP (contained in the TCA). *See* Declaration of Udo Waibel (“Waibel Dec.”)
2 at ¶ 6. Each of Plaintiff’s claims are predicated entirely on alleged acts and
3 omissions arising from Plaintiff’s employment with Sierra, thereby subjecting
4 Plaintiff’s claims to the scope of the DRP that Plaintiff electronically executed. *See*
5 Ex. 1.

6 As delineated below, the Court should compel Plaintiff to arbitrate her
7 claims pursuant to the Federal Arbitration Act (“FAA”) because the DRP is valid,
8 enforceable, and encompasses all of the claims and allegations contained in
9 Plaintiff’s FAC. *See* Ex. 1; *Howsam v. Dean Witter Reynolds, Inc.* (2002) 537 U.S.
10 79, 84; Cal. *Code of Civ. Proc.* §§ 1281.2, 1281.4; 9 U.S.C. §§ 3-4. Moreover, the
11 DRP conforms to and exceeds the minimal requirements for enforceability
12 articulated in *Armendariz v. Foundation Health Psychcare Servs., Inc.* (2000) 24
13 Cal.4th 83. Finally, the Court should dismiss this litigation, or in the alternative
14 stay the proceedings, pending the outcome of the arbitration. For these reasons,
15 and as discussed more fully below, Defendant Sierra requests that the Court grant
16 the instant Motion in its entirety.

17 **II. STATEMENT OF RELEVANT FACTS**

18 **A. Sierra Utilized TriNet as a PEO, In Part, to Process Payroll and**
19 **Administer Certain Personnel Documents, Including But Not**
20 **Limited to its Binding Arbitration Agreement, the DRP**

21 TriNet is the Professional Employer Organization (“PEO”) for Sierra. *See*
22 Thompson Dec., at ¶ 2; Waibel Dec. at ¶ 4. As part of its role as a PEO, TriNet
23 provides general administrative services, including payroll processing and
24 providing access to certain personnel documents, to its clients/customers (such as
25 Sierra). *Id.* Specifically, TriNet maintains a password protected online portal
26 referred to as “TriNet Platform” that provides access to certain employment
27 policies, records, and forms. Thompson Dec., at ¶ 4. Newly hired worksite
28 employees of TriNet’s clients/customers access TriNet Platform as part of TriNet’s

1 onboarding process. Thompson Dec., at ¶ 7. Worksite employees with access to
2 TriNet Platform and who receive payroll processed by TriNet retain their status as
3 worksite employees of the client/customer company (such as Sierra), while TriNet
4 acts as the PEO. *See* Thompson Dec. at ¶¶ 3, 6 and Ex. A §1. Sierra employees
5 receive notice of the PEO relationship at the commencement of their employment.
6 *See id.*

B. Plaintiff Accepted TriNet's DRP and Agreed to Arbitrate Any and All Claims Stemming from Her Employment

9 As part of her employment with Sierra, Plaintiff accepted TriNet's TCA,
10 which included the DRP, through her TriNet Platform account. Thompson Dec. at
11 ¶¶ 10, 14 – 17 and Ex. A, B, and C. Thus, Plaintiff agreed that any disputes arising
12 out of or relating to her employment with either TriNet or Sierra were subject to
13 arbitration. *Id.* Specifically, the TCA and DRP executed by Plaintiff, provides, in
14 pertinent part:

[T]his DRP covers any dispute arising out of or relating to your co-employment with TriNet, including your TriNet co-employer, and/or arising out of or relating to your employment with your company, as well as any dispute with an employee, officer, or director of TriNet or of a TriNet customer (all of whom, in addition to TriNet customers, are intended to be beneficiaries of this DRP) (“covered dispute”), including, but not limited to, all claims whether arising in tort or contract and whether arising under statute or common law including, but not limited to, any claim of breach of contract, discrimination or harassment of any kind. The Federal Arbitration Act (“FAA”) applies to this DRP. Any applicable internal procedures at your company or TriNet for resolving disputes (e.g., procedures in the TriNet Employee Handbook for complaining about or addressing complaints about misconduct), as well as the option of mediation, will continue to apply with the goal of resolving disputes before arbitration. This DRP will survive the termination of the employment relationship. **With only the exceptions described below, arbitration will be used instead of going before a court (for a judge or jury trial) and even in the situations described below, NO JURY TRIAL WILL BE PERMITTED** (unless applicable law does not allow enforcement of a pre-dispute jury trial waiver in the particular circumstances presented).

By acknowledging below, I confirm that I have read and understand the contents of this TCA including, but not limited to, the **Dispute Resolution Protocol (“DRP”), which includes my agreement to mandatory arbitration of disputes arising out of or relating to my employment and a waiver of my right to a jury trial (except as specifically provided in the DRP)**. I understand and acknowledge that I have the responsibility to read and familiarize myself with the TCA, the TriNet Employee Handbook, any applicable State Notices, and any additional policies for my company, and I agree to abide by the terms and conditions set forth therein, including but not limited to the DRP.

Thompson Dec. at ¶ 10, 14 – 17 and Ex. A at §§8(a), 8(f), 9. (Emphasis in original).

The DRP expressly incorporates the Federal Arbitration Act, provides for the mutual selection of a neutral arbitrator, permits reasonable and adequate civil discovery, does not limit Plaintiff’s ability to bring dispositive motions or present evidence, and states that the “arbitrator may award any remedy warranted under applicable law and will include a written opinion providing reasoned explanations for the decision.” Ex. A. at §§8(a), 8(c), 8(d), and 8(e). The DRP also provides that “[i]n all cases where the law requires it, ... TriNet[’s] customer [here, Sierra] ... will pay the fees of the arbitrator and the arbitration.” *Id.* at §8(d).

C. Defendant Sierra Requested that Plaintiff Stipulate to Arbitration Pursuant to the DRP, but Plaintiff Has Refused

Defendant Sierra requested that Plaintiff stipulate to arbitration pursuant to her obligations under the DRP. However, Plaintiff refused to comply with her obligations under the DRP and stipulate to arbitration. On April 28, 2025, in accordance with California *Code of Civil Procedure* section 1281, Defendant Sierra reminded Plaintiff that she was a party to a binding arbitration agreement and requested a phone call to meet and confer to discuss a joint stipulation to arbitrate her claims. Chinai Dec., at ¶ 3 and Ex. 2. On April 29, 2025, Defendant Sierra provided Plaintiff a copy of the DRP and a screenshot confirming Plaintiff’s electronic acceptance of the TCA and DRP. *Id.* at ¶ 4 and Ex. 3.

On May 5, 2025, per Local Rule 7 – 3, counsel for Defendant Sierra spoke with counsel for Plaintiff, explained Defendant Sierra’s position regarding the

1 validity of the arbitration agreement, and requested that Plaintiff stipulate to
2 arbitration. Chinai Dec., at ¶ 5 and Ex. 2. Plaintiff's counsel stated that Plaintiff
3 would not agree to arbitration. *Id.* Thus, Defendant Sierra has been forced to file
4 the instant Motion to preserve and enforce its rights under the DRP.

5 **III. THE FEDERAL ARBITRATION ACT REQUIRES ARBITRATION
OF PLAINTIFF'S CLAIMS**

7 With the FAA, 9 U.S.C. §1, *et seq.*, “Congress declared a national policy
8 favoring arbitration and withdrew the power of the States to require a judicial forum
9 for the resolution of claims which the contracting parties agreed to resolve by
10 arbitration.” *Southland Corp. v. Keating* (1984) 465 U.S. 1, 10. The FAA creates
11 a general presumption in favor of arbitration and requires the enforcement of a
12 written agreement to arbitrate. 9 U.S.C. § 2; *see also AT&T Mobility LLC v.*
13 *Concepcion et ux.* (2011) 131 S.Ct. 1740 (“*AT&T Mobility*”) (“The ‘principal
14 purpose’ of the FAA is to ‘ensur[e] that private arbitration agreements are enforced
15 according to their terms.’”); *Gilmer v. Interstate/Johnson Lane Corp.* (1991) 500
16 U.S. 20, 26. Indeed, as the Supreme Court noted in *AT&T Mobility*, it is “beyond
17 dispute that the FAA was designed to promote arbitration.” *Id.* Courts have
18 consistently found that an agreement between an employer and an employee to
19 arbitrate employment-related disputes is valid and enforceable under the FAA. *See,*
20 *e.g., Circuit City Store, Inc. v. Adams* (2001) 532 U.S. 105; *see also EEOC v. Luce,*
21 *Forward, Hamilton & Scripps* (9th Cir. 2003) 345 F.3d 742 (agreement for
22 arbitration of employment claims are valid and enforceable).

23 Notably, the burden is on the party opposing arbitration to proffer evidence
24 demonstrating that such an agreement is invalid. *See, e.g., Green Tree Fin. Corp.*
25 *v. Randolph* (2000) 531 U.S. 79, 91-92. A court must interpret arbitration clauses
26 in light of the “liberal federal policy favoring arbitration” and resolve any doubts
27 concerning the scope of arbitrable issues in favor of arbitration. *See, e.g., AT&T*
28 *Mobility, supra*, 131 S.Ct. at 1744, 1745; *see also AT&T Tech., Inc. v.*

1 *Communication Workers of Am.* (1986) 475 U.S. 643, 650, quoting *United*
2 *Steelworkers of Am. v. Warrior & Gulf Navigation Co.* (1960) 363 U.S. 574, 582-
3 83 (“[A]n order to arbitrate the particular grievance should not be denied unless it
4 may be said with positive assurance that the arbitration clause is not susceptible of
5 an interpretation that covers the asserted dispute. Doubts should be resolved in
6 favor of coverage.”).

7 **A. The FAA Governs the DRP**

8 The FAA governs an arbitration agreement when the agreement “evidence[s]
9 a transaction involving commerce.” 9 U.S.C. § 2; *Circuit City Stores, Inc. v. Adams*
10 (2001) 532 U.S. 105, 111-119 (noting that the FAA applies generally to “all
11 employment contracts” except those in the transportation industries). In this case,
12 the FAA governs the DRP. Not only does the FAA apply generally to “all
13 employment contracts” except those in the transportation industries (*Circuit City*
14 *Stores, Inc. v. Adams* (2001) 532 U.S. 105, 111-119), but the DRP expressly states
15 that “the Federal Arbitration Act (‘FAA’) applies to this DRP.” Ex. A at §8.
16 Furthermore, in this case, Sierra, which provides information technology services
17 across the United States, is involved in commerce within the meaning of the FAA.
18 See Waibel Dec. at ¶ 3.

19 The FAA is important, because it “creates a body of federal substantive law
20 establishing and regulating the duty to honor an agreement to arbitrate.” *Moses H.*
21 *Cone Mem. Hosp. v. Mercury Constr. Corp.* (1983) 460 U.S. 1, 25, fn.32.
22 Accordingly, the relevant issues in connection with this Motion include: (1)
23 “whether the parties are bound by an arbitration clause”; and (2) “whether an
24 arbitration clause in a concededly binding contract applies to a particular type of
25 controversy.” *Howsam, supra*, 537 U.S. at 83-85.

26 **B. The Parties Are Clearly Bound by the DRP**

27 In moving to compel arbitration of Plaintiff’s claims, Defendant Sierra’s
28 burden of proof is minimal. Specifically, Defendant Sierra only needs to prove, by

1 a preponderance of the evidence, that an agreement to arbitrate Plaintiff's claims
2 exists. *See, e.g., Condee v. Longwood Mgmt. Corp.* (2001) 88 Cal.App.4th 215,
3 218-219. To satisfy this burden, Defendant Sierra may simply supply a copy of the
4 agreement or recite its terms in its petition to compel arbitration. *See Id.* at 219;
5 Cal. R. Ct. 371. Defendant Sierra has done so here by attaching the DRP.
6 Thompson Dec., at ¶ 10 and Ex. A. Despite receiving a copy of the DRP, Plaintiff
7 has refused to stipulate to arbitration.

8 The DRP expressly provides that its terms apply both to TriNet and to
9 Plaintiff's company:

10 [T]he DRP expressly requires that arbitration will be used instead of
11 going before a court (for a judge or jury trial) . . . for any dispute
12 arising out of or relating to your employment with . . . your company,
13 and for any dispute with an employee, officer, or director of TriNet or
14 of a TriNet customer.

15 [T]his DRP is the full and complete agreement for resolution of
16 covered disputes between you and TriNet (and its employees, officers
17 and agents), and between you and your company (and its employees,
18 officers, and agents).

19 Ex. A at §§8, 8(f). Based upon the foregoing, the DRP indisputably references
20 Sierra as the "company," thereby conferring Sierra standing to enforce the DRP as
21 to Plaintiff's claims. *Id.* at §8.

22 C. **The DRP Applies to All of Plaintiff's Causes of Action**

23 As stated above, Plaintiff's FAC contains four causes of action, all of which
24 are subject to the instant Motion, and all of which indisputably arise out of her
25 employment. *See Ex. 1.* Specifically, Plaintiff alleges that she experienced
26 retaliation and wrongful termination in the course of her employment. *See id.* As
27 even a cursory review of the FAC makes clear, Plaintiff's causes of action
28 unquestionably arise from her employment. *See id.* In fact, Plaintiff's claims
necessarily require an employer-employee relationship. *See id.* Thus, the nature of
Plaintiff's claims falls squarely within the purview of the DRP and therefore
Plaintiff's claims should be compelled to arbitration pursuant to the FAA. *See Ex.*

1 and Ex. A at §8.

2 **IV. THE CALIFORNIA ARBITRATION ACT REQUIRES**
3 **ARBITRATION OF PLAINTIFF'S CLAIMS**

4 As discussed in Section III, *supra*, the DRP is expressly governed by the
5 Federal Arbitration Act (“FAA”). Nevertheless, the DRP also conforms to the
6 California Arbitration Act (“CAA”) and satisfies each of the minimal requirements
7 for enforceability under the CAA as set forth by the California Supreme Court in
8 *Armendariz*. Importantly, even if the factors set forth in *Armendariz* are considered
9 and fully evaluated here, a plain reading of the DRP confirms that it exceeds the
10 *Armendariz* requirements and is clearly enforceable.

11 **A. California Public Policy Supports Enforcement of the DRP**

12 Mirroring the FAA, the California Arbitration Act requires courts to compel
13 arbitration of any controversy covered by the terms of a valid written agreement to
14 arbitrate. Specifically, § 1281.2 of the California Code of Civil Procedure
15 provides:

16 On petition of a party to an arbitration agreement alleging the existence
17 of a written agreement to arbitrate a controversy and that a party thereto
18 refuses to arbitrate such controversy, **the court shall order the**
petitioner and the respondent to arbitrate the controversy if it
determines that an agreement to arbitrate the controversy exists. . .

19 . . .

20 *Id.* (emphasis added); *see also Fittante v. Palm Springs Motors, Inc.* (2003)
21 105 Cal.App.4th 708, 713.

22 California courts have consistently recognized this state's strong public
23 policy in favor of enforcing arbitration agreements. *See, e.g., McManus v. CIBC*
24 *World Markets, Corp.* (2003) 109 Cal.App.4th 76, 85 (“[t]here is a public policy
25 in favor of arbitration under . . . state law”); *Armendariz, supra*, 24 Cal.4th at 97
26 (“California law . . . favors enforcement of valid arbitration agreements”);
27 *Moncharsh v. Heily & Blase* (1992) 3 Cal.4th 1, 9 (California has a “strong public
28 policy in favor of arbitration”). Thus, arbitration is the preferred forum for

1 resolution of parties' disputes under California law. *United Transp. v. Southern*
2 *Cal. Rapid Transit Dist.* (1992) 7 Cal.App.4th 804, 808 ("Doubts as to whether an
3 arbitration clause applies to a particular dispute are to be resolved in favor of
4 sending the parties to arbitration"); *Bayscene Resident Negotiators v. Bayscene*
5 *Mobilehome Park* (1993) 15 Cal.App.4th 119, 127 ("Resolution of disputes by
6 arbitration however is strongly favored in this state.").

7 Consistent with the foregoing policy, Courts have observed that "arbitration
8 agreements should be liberally interpreted ***and arbitration should be ordered***
9 ***unless an agreement clearly does not apply to the dispute in question.***" *Oakland-*
10 *Alameda County Coliseum Authority v. CC Partners* (2002) 101 Cal.App.4th 635,
11 644 (overruled on other grounds) (emphasis added). Put differently, "[d]oubts as
12 to whether the arbitration clause applies to a particular dispute are to be resolved in
13 favor of sending the parties to arbitration." *United Transp. v. Southern Cal. Rapid*
14 *Transit Dist.* (1992) 7 Cal.App.4th 804, 808; *Coast Plaza Doctors Hospital v. Blue*
15 *Cross of California* (2000) 83 Cal.App.4th 677, 686 ("arbitration should be upheld
16 unless it can be said with assurance that an arbitration clause is not susceptible to
17 an interpretation covering the asserted dispute") (internal quotation marks omitted).
18 Indeed, courts "should indulge every intendment to give effect to an arbitration
19 agreement." *Coast Plaza*, 83 Cal.App.4th at 686 (internal quotation marks
20 omitted). Here, this Court must view the DRP executed by Plaintiff in accord with
21 California's strong presumption of enforceability of such agreements.

22 **B. The DRP Exceeds the Minimum Armendariz Requirements**

23 In *Armendariz*, the California Supreme Court set forth five minimum
24 requirements for enforcement of arbitration agreements in the employment context.
25 Specifically, an arbitration agreement must: (1) provide for a neutral arbitrator; (2)
26 provide for more than minimal discovery; (3) require the arbitrator to issue a
27 written decision; (4) provide for the same remedies that would otherwise be
28 available to the employee in court; and (5) not require the employee to bear costs

1 unique to arbitration. *Armendariz, supra*, 24 Cal.4th at 102-13. Here, the DRP
2 unquestionably exceeds the minimum *Armendariz* requirements.

3 1. *The DRP Provides for a Neutral Arbitrator*

4 The *Armendariz* court reiterated that a neutral arbitrator “is essential to ensuring
5 the integrity of the arbitration process.” *Armendariz, supra*, 24 Cal.4th at 103. The
6 DRP provides for a neutral arbitrator. *See* Ex. A §8(c). In particular, the DRP
7 explicitly states:

8 The arbitrator will be selected by mutual agreement of the parties and
9 will be an experienced attorney licensed in the state where the
10 arbitration will be held or retired judicial officer who served in that state
11 as a judge or another qualified individual.

12 *Id.* As such, the DRP meets the neutral arbitrator requirement.

13 2. *The DRP Provides for More Than Minimal Discovery*

14 *Armendariz* further required that arbitration proceedings provide “for more
15 than a minimal amount of discovery” and that “adequate discovery is
16 indispensable[.]” *Armendariz, supra*, 24 Cal.4th at 103, 104-05. Here, the DRP
17 provides for much more than minimal discovery. Specifically, the DRP provides
18 that “the parties will have the right to . . . conduct reasonable and adequate civil
19 discovery . . . The specific provisions of this DRP and the applicable rules of JAMS
20 (or any other dispute resolution provider agreed to by the parties) will direct the
21 arbitrator in decisions regarding conducting the arbitration.” Ex. A at §8(d). Thus,
22 the DRP unquestionably provides for “more than a minimal amount of discovery.”
23 *See Armendariz, supra*, 24 Cal.4th at 103, 104-05. Moreover, the DRP does not
24 contain language limiting any parties’ ability to conduct discovery (as in
25 *Armendariz*). *Id.* Thus, the DRP exceeds the *Armendariz* requirement of providing
26 more than a minimal amount of discovery.

27

28 ///

1 3. *The DRP Requires the Arbitrator to Issue A Written Reasoned*
2 *Opinion*

3 The Supreme Court in *Armendariz* also held that “an arbitrator . . . must issue
4 a written arbitration decision that will reveal . . . the essential findings and
5 conclusions on which the award is based” so that an arbitrator is not “essentially
6 free to disregard the law.” *Armendariz, supra*, 24 Cal.4th at 107. Consistent with
7 *Armendariz*, the DRP expressly states that the arbitrator must “include a written
8 opinion providing reasoned explanations for the decision.” Ex. A. at §8(e). As such,
9 the DRP also meets the *Armendariz* requirement for a written reasoned opinion.
10 See *Armendariz, supra*, 24 Cal.4th at 107.

11 4. *The DRP Does Not Limit Plaintiff's Available Remedies*

12 The *Armendariz* court recognized that “the principle that an arbitration
13 agreement may not limit statutorily imposed remedies . . . appears to be
14 undisputed.” *Armendariz, supra*, 24 Cal.4th at 103. Indeed, the *Armendariz* court
15 held that the arbitration provision that it examined was unenforceable because of
16 the agreement’s limitation on the plaintiff’s remedies. *Id.* at 103 – 04. Specifically,
17 the *Armendariz* arbitration provision limited the plaintiff’s damages to lost wages
18 from the time of discharge until the time of the arbitration award. *Id.* In contrast,
19 the DRP does not contain language that limits any of Plaintiff’s remedies in any
20 way, and in fact, the DRP provides that the “arbitrator may award any remedy
21 warranted under applicable law[.]” Ex. A at §8(e). Accordingly, the DRP satisfies
22 the *Armendariz* requirement to not limit available remedies.

23 5. *The DRP Does Not Require Plaintiff to Pay Any Costs*

24 *Armendariz* also concluded that the employer should bear the costs unique
25 to arbitration to “ensure that employees bringing . . . claims will not be deterred by
26 costs greater than the usual costs incurred during litigation.” *Armendariz, supra*,
27 24 Cal.4th at 111-12. Here, the DRP does not contain any language mandating
28 Plaintiff to pay for any of the arbitration costs. To the contrary, the DRP expressly

1 provides: “[i]n all cases where the law requires it, TriNet (and if applicable, any
2 TriNet customer or employee(s) of either TriNet or a TriNet customer [here, Sierra]
3 interested in enforcing this DRP for its/their own benefit), will pay the fees of the
4 arbitrator and the arbitration.” Ex. A at §8(d). Thus, the DRP satisfies the
5 *Armendariz* requirement that plaintiffs not bear costs for arbitration.

6 **C. Plaintiff’s Electronic Signature of the DRP Is Not an Impediment**
7 **to Its Enforcement**

8 Plaintiff’s electronic signature of the DRP is no barrier to its enforcement
9 as a valid contract. *See* California Uniform Electronic Transactions Act (“UETA”),
10 *Civil Code* § 1633.1 *et seq.* Under the UETA, an electronic record satisfies the
11 requirement that a record be in writing. *Civil Code* § 1633.7, subd. (c). More
12 succinctly, the UETA provides: “If a law requires a signature, an electronic
13 signature satisfies the law.” *Id.*, § 1633.7, subd. (d). Moreover, the UETA states
14 that a “signature” on a contract “may not be denied legal effect or enforceability
15 solely because it is in electronic form.” *Id.*, §1633.7, subdivisions (a) and (c).

16 The UETA further provides that “[a]n electronic record or electronic
17 signature is attributable to a person if it was the act of the person. ***The act of the***
18 ***person may be shown in any manner[.]*** *Id.*, § 1633.9, subd. (a) (emphasis added);
19 *Rickards v. United Parcel Service, Inc.* (2012) 206 Cal.App.4th 1523, 1529.
20 Importantly, the UETA specifically allows a proponent to prove an individual
21 signed an on-line agreement or document by “a showing of the efficacy of any
22 security procedure” for the on-line signing process. *Id.*, §1633.9(a).

23 Here, the accompanying declaration of TriNet’s Director of Global Security
24 – Cyber Defense details that TriNet’s TriNet Platform is “password-protected,”
25 with individual passwords created by, and known only to, the employee and no one
26 else. Thompson Decl. at ¶¶ 4, 7 – 8. Worksite employees, such as Plaintiff, are
27 required to enter this unique password to access his or her TriNet Platform account,
28 and to electronically sign the DRP. *Id.* at ¶¶ 4, 7 – 17. No other individual has

1 access to Plaintiff's passwords. *Id.* at ¶ 8. Moreover, to electronically sign the DRP,
2 worksite employees—including Plaintiff—are required to enter a valid e-mail
3 address and then click on the button marked “Accept.” *Id.* at ¶¶ 4, 9 – 17. The
4 foregoing TriNet Platform procedure is precisely the type of “security procedure”
5 contemplated by the UETA as sufficiently proving that the resulting electronic
6 signature is valid and legally binding.

7 **V. ANY PROVISION DEEMED UNCONSCIONABLE SHOULD BE**
8 **SEVERED, AND THE REMAINDER OF THE AGREEMENT**
9 **ENFORCED**

10 If this Court determines that any term of the DRP is unconscionable (which
11 it should not), the DRP should still be enforced. Specifically, pursuant to the *Civil*
12 *Code*, if a court finds any provision of an arbitration agreement unconscionable,
13 then the court should sever the offending language and enforce the remainder of
14 the contract. Cal. *Civil Code* § 1670.5; *see also Little v. Auto Stiegler, Inc.* (2003)
15 29 Cal.4th 1064, 1075 – 1076 (“*Little*”). In *Little*, for example, the California
16 Supreme Court upheld an arbitration agreement after severing an unconscionable
17 term, noting that removing offending language is preferred over refusing to enforce
18 an otherwise valid arbitration agreement. *Id.* Similarly, in *McManus v. CIBC*
19 *World Markets* (2003) 109 Cal.App.4th 76, the court severed certain sections of an
20 arbitration agreement that it determined to be unconscionable, but enforced the
21 remaining provisions because the agreement was not “so ‘permeated’ with
22 unconscionable provisions that it cannot be saved.” *Id.*, at 102.

23 Here, none of the provisions of the DRP are unconscionable or
24 unenforceable. Moreover, the DRP expressly provides that “[i]f any portion of this
25 DRP is determined to be unenforceable, the remainder of this DRP still will be
26 enforceable[.]” Ex. A at ¶8(f). Where, as here, the parties have agreed to a
27 severance clause, any unenforceable provisions should be severed, leaving the
28 remainder of the agreement in full force and effect. *See e.g., SI V, LLC v. FMC*

1 *Corp.* (N.D. Cal 2002) 223 F. Supp. 2d 1059, 1063 (holding that when the parties’
2 to an agreement have included a severance clause, an unenforceable judicial review
3 provision in an arbitration agreement may be severed while enforcing the
4 remaining provision of the agreement). Moreover, as explained in *Little* and
5 *McManus*, the Court is authorized and encouraged to sever any provision that it
6 deems to be unconscionable, rather than invalidate the entire agreement. See *Little*,
7 *supra*, 29 Cal.4th at 1075 – 1076; *McManus, supra*, at 109 Cal.App.4th at 102. Thus,
8 to the extent that this Court finds any provisions of the DRP to be unconscionable
9 or unenforceable (again, it should not), such provisions should be severed with the
10 remainder of the agreement upheld and enforced.

11 **VI. THIS ENTIRE ACTION SHOULD BE DISMISSED OR, IN THE**
12 **ALTERNATIVE STAYED PENDING COMPLETION OF BINDING**
13 **ARBITRATION.**

14 Because application of the FAA in this case mandates compelling Plaintiff’s
15 employment-related claims against Defendants to binding arbitration, this Court
16 does not have subject matter jurisdiction to adjudicate these claims. *See Lifescan,*
17 *Inc. v. Premier Diabetic Servs., Inc.*, 363 F.3d 1010, 1012 (9th Cir. 2004) (“the
18 district court’s role is limited to determining whether a valid arbitration agreement
19 exists and, if so, whether the agreement encompasses the dispute at issue.”)
20 Therefore, upon ordering that Plaintiff’s claims be submitted to arbitration, this
21 Court should dismiss the claims but retain jurisdiction to enforce the arbitration
22 award.

23 Alternatively, pursuant to 9 U.S.C. § 3, Defendants move this court for an
24 order staying this action pending completion of arbitration. The statute provides:

25 If any suit or proceeding be brought in any of the courts of the United
26 States upon any issue referable to arbitration under an agreement in
27 writing for such arbitration, the court in which such suit is pending,
28 upon being satisfied that the issue involved in such suit or proceeding
is referable to arbitration under such an agreement, shall on

1 application of one of the parties stay the trial of the action until such
2 arbitration has been had in accordance with the terms of the
3 agreement, providing the applicant for the stay is not in default in
4 proceeding with such arbitration.

5 9 U.S.C. § 3.

6 As detailed above, Plaintiff is contractually obligated to submit her claims
7 against Defendant Sierra to binding arbitration. As noted by the Ninth Circuit in
8 *Johnmohammadi v. Bloomingdale's, Inc.*, “a district court may either stay the
9 action or dismiss it outright when, as here, the court determines that all of the claims
10 raised in the action are subject to arbitration.” *Johnmohammadi v. Bloomingdale's,*
11 *Inc.*, 755 F.3d 1072, 1074 (9th Cir. 2014) (citing *Sparling v. Hoffman Constr. Co.*,
12 864 F. 2d 635, 638 (9th Cir. 1988)).

13 **VII. CONCLUSION**

14 As thoroughly demonstrated above, Plaintiff can neither overcome the
15 presumption in favor of arbitration nor meet her burden of demonstrating that the
16 DRP is invalid or inapplicable. Thus, this Court should grant Defendant Sierra's
17 Motion in its entirety and compel Plaintiff's claims to binding arbitration.
18 Moreover, the Court should dismiss Plaintiff's civil action, or in the alternative stay
19 the superior court action pending the completion of arbitration.

20 DATED: May 7, 2025

21 Respectfully submitted,

22 By: /s/ Lisa Chinai
23 Colin P. Calvert
24 Lisa Chinai
25 Attorneys for Defendants
26 SIERRA DEVELOPMENT LLC and
27 THE RIVERSIDE COMPANY

28

CERTIFICATE OF SERVICE

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; am employed with the law offices of Fisher & Phillips LLP and my business address is 2050 Main Street, Suite 1000, Irvine, California 92614.

On May 7, 2025, I served the foregoing document entitled **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF DEFENDANT SIERRA DEVELOPMENT LLC'S MOTION TO COMPEL ARBITRATION AND STAY OR DISMISS THE PROCEEDINGS** on all the appearing and/or interested parties in this action by placing the original a true copy thereof enclosed in sealed envelope(s) addressed as follows:

Jon Y. Vanderpool
Dyland Griffith
VANDERPOOL GRIFFITH LLP
401 B Street, Suite 2000
San Diego, CA 92101
Telephone: (619) 952-0855

Attorneys for Plaintiff,
MELISSA SEWELL
Email: jon@vgfirm.com

- [by MAIL]** - I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit.
- [by ELECTRONIC SUBMISSION]** - I served the above listed document(s) described via the United States District Court's Electronic Filing Program on the designated recipients via electronic transmission through the CM/ECF system on the Court's website. The Court's CM/ECF system will generate a Notice of Electronic Filing (NEF) to the filing party, the assigned judge, and any registered users in the case. The NEF will constitute service of the document(s). Registration as a CM/ECF user constitutes consent to electronic service through the court's transmission facilities.

I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed **May 7, 2025** at Irvine, California.

Katie Costantino

By:

Print Name

Signature